

1. Československá obchodní banka, a. s., registered office Radlická 333/150, 150 57 Praha 5, ID No. 00001350, registered in the Commercial Register of the City Court in Prague, Section B: XXXVI, Entry 46 (hereinafter "ČSOB") issues the ČSOB Electronic Banking Services Business Terms and Conditions for Account Holders without Authorised Persons (hereinafter "Terms and Conditions") and pursuant to Act No. 284/2009 Coll., Payment System Act as subsequently amended (hereinafter the "PSA") and for matters not covered by PSA Law No. 89/2012 Coll., Civil Code as subsequently amended (hereinafter the "Civil Code") will apply. The legal relationships between ČSOB and Account Holder when providing the ČSOB Electronic Banking Services (hereinafter "ELB Services") will be governed by the law of the Czech Republic (hereinafter "CR"); mutual communication will be in Czech unless agreed otherwise.
2. The Account Holder must acquaint himself with these Terms and Conditions in detail and adhere to them.

Definitions and Terms

3. For these Terms and Conditions the ELB Services will be:
 - a) ČSOB Linka 24,
 - b) ČSOB InternetBanking 24, consisting of the Internet applications and ČSOB SmartBanking applications.The ELB Services enable the Account Holder to communicate with ČSOB continuously (i.e. 7 days a week, 24 hours a day) and have access to selected products and services of ČSOB and its affiliates. Using the ELB Services will be identical to standard communications in writing.
4. ČSOB affiliates will be as set out below:
 - persons controlled by ČSOB,
 - persons controlling ČSOB and
 - persons controlled by any person who controls ČSOBand the terms 'to control, controlling and controlled persons' will have the meaning stipulated in Section 74 and subsequent Law No. 90/2012 Coll., on Business Corporations.
5. The identification number is an eight digit number unambiguously identifying the Account Holder.
6. The Contract is a Contract concluded between ČSOB and the Account Holder stipulating the ČSOB Electronic Banking Services governed by the valid laws of the CR and of which these Terms and Conditions and the Business Terms and Conditions for Accounts and Payments (hereinafter the "Terms and Conditions for Accounts and Payments") are an integral part. Click on www.csob.cz for the Terms and Conditions for Accounts and Payments.
7. The ČSOB Smart Key application (hereinafter the "Smart Key Application") - is a security application that the Account Holder can install on his mobile device (smartphone, tablet) through particular markets (e.g. Google Play, AppStore, Windows store) if ČSOB allows this. After the Smart Key Application is installed the codes for the Client's - Authorized Person's authentication and authorizing Instructions entered via the Internet application of the ČSOB InternetBanking 24 service will be generated on the mobile device of the Account Holder. The Smart Key Application can be used online via the Account Holder's data connection or offline.
8. The ELB Services will contain the following security elements:
 - a) Password – six to ten digit alphanumeric data by which the Account Holder will be authenticated. The Account Holder can change the Password at any time.
 - b) PIN – a five digit number that is generated automatically by the system by which the Account Holder will be authenticated or will authenticate instructions. The Account Holder can change the PIN at any time.
 - c) The PIN (for the Smart Key Application) is a five-digit numeric or image code enabling the Account Holder to use the Smart Key Application. The Account Holder can choose/change the PIN (for the Smart Key Application) directly in this Application
 - d) SMS key (Authorization code) – nine digit alphanumeric data through which the Account Holder will authenticate instructions or log in to the ČSOB InternetBanking 24 service Internet application. The SMS key is also used to activate the ČSOB SmartBanking application and activate the Smart Key. The SMS key is also used to activate the ČSOB SmartBanking application. The authorization code will be generated separately for each instruction/log-in and sent to the Account Holder in the selected way to a pre-defined mobile phone number.
 - e) The Smart Key (Authorization Code) is a six-digit numeric data by which the Account Holder authorizes Instructions or logs in to the Internet application of the ČSOB InternetBanking 24 service. An Authorization Code is generated separately for each Instruction/login and is displayed in the Account Holder's Smart Key Application.
9. The means of communication with the ELB Services will be in accordance with these Terms and Conditions as follows:
 - a) A telephone with pulse/tone option.
 - b) A Mobile/portable facility – mobile phone or other mobile facilities with Internet access, e.g. smartphone, tablet, laptop, the recommended configuration of which is listed in the user manual of the respective service.
 - c) A PC – personal computer with the recommended configuration as specified in the ČSOB InternetBanking 24 service user manual or ELB Services information material.
10. An instruction is an instruction of the Account Holder delivered to ČSOB via the ELB Services for a payment transaction (payment order), or to use products and services provided by ČSOB and/or its affiliates according to the actual offers. The products and services provided by ČSOB and/or its affiliates will be governed by the respective business terms and conditions and the contractual provisions between the Account Holder and ČSOB and/or its affiliates unless these Terms and Conditions stipulate otherwise.
11. A payment transaction is a money transfer within:
 - a) Domestic payments from an account denominated in CZK and in CZK in the Czech Republic i.e. a payment order, priority payment, standing order, collection permit, collection order, transfer in CZK or a foreign currency (between accounts of the same Account Holder kept at ČSOB both in CZK and a foreign currency) or repaying a credit card loan.
 - b) Non-documentary payments in a foreign currency and in CZK to a foreign country and in a foreign currency in the Czech Republic (i.e. within ČSOB) i.e. a foreign payment order abroad and in a foreign currency in the Czech Republic.
12. The Data Box is an electronic depository for deliveries from public authorities, interacting with public authorities and deliveries of documents of private individuals, private individuals – entrepreneurs and legal persons. Data Boxes are established and administered by the Ministry of the Interior (Section 2 of Law No. 300/2008 Coll. on Electronic Transactions and Authorized Conversion of Documents, as subsequently amended).

13. A Convenient Data Box according to these Terms and Conditions is a data box accessible within the ČSOB InternetBanking 24 service environment or its Internet application.
14. Biometric signature - is a person's own signature on an electronic tablet or signpad. It captures the dynamics of the signature and its characteristics transferred into it by the signatory. When ČSOB allows it the Account Holder negotiating with ČSOB in person can confirm by his biometric signature the validity of his written acts made by electronic means. To use his biometric signature, the Account Holder must provide ČSOB with his consent to biometric data processing. For more information see the "Information on personal data processing" document on www.csob.cz and at ČSOB branches.

ELB Services Characteristics

15. The ELB Services will be provided through a written Contract concluded between ČSOB and the Account Holder. The ELB Services will only be provided if the Account Holder has an account.
16. When ČSOB allows it the Account Holder can sign contractual or other documentation electronically using the biometric signature on an electronic tablet or signpad. ČSOB will sign this documentation with the scanned signature of a ČSOB authorized representative, biometric or otherwise. The contractual documentation will come into effect when it is signed by all the Contracting Parties; the documentation to be signed by only one of the contracting parties will become effective when signed by the relevant Contracting Party. ČSOB then affixes an 'electronic sign' and a 'qualified time stamp' to documentation and sends it to the Account Holder to the ČSOB InternetBanking 24 service, Documents folder. If the obligation and the contractual relationship under the Contract is terminated the contractual or other documentation will be removed from the Documents folder. The day before the contractual relationship is terminated the Account Holder must deposit the documentation in another 'storage site'.
17. The ELB Services will be provided at the request of the Account Holder, either Czech or foreign.
18. After concluding the Contract the Account Holder will be allowed to use the ELB services to communicate with ČSOB and access ČSOB's and affiliates' selected products and services. ČSOB automatically makes accounts (or selected ČSOB's and its affiliates' products and services), to which ČSOB provides access, available to the Account Holder (fully legally competent person), through ELB services after the Contract is concluded, or after its next update if the Contract was concluded before April 30, 2012 at the Account Holder's request or after the next update of the data in the Contract unless the parties agree otherwise. If a minor account holder concludes a Contract after he reaches legal age his accounts (or selected ČSOB's and its affiliates' products and services), to which ČSOB provides access, will be made available to him through ELB services at the next update of the data in the Contract. No limit per transaction can be determined in this case. If the Account Holder concludes several Contracts, the data in Part III of the Contract with the most recent date will apply.
19. The following services can be used within the ELB Services:
 - ČSOB Linka 24 – i.e. Client Representative services (phone communication with specially trained staff), ČSOB Info 24 (automatic delivery of information which the Account Holder may choose).
 - ČSOB InternetBanking 24 with an SMS key / Smart Key / passive – secured communication with ČSOB via the Internet. The Internet application can be used with ČSOB InternetBanking 24 – passive service. With ČSOB InternetBanking 24 with an SMS key service the ČSOB SmartBanking application can also be used in addition to the Internet application. If the Account Holder used to use an SMS key and has activated the Smart Key he can also continue using the ČSOB Smartbanking application. The Account Holder can use the ČSOB SmartBanking concurrently with the newly established ČSOB InternetBanking 24 service with a Smart Key.
20. For error-free use of the ELB Services, ČSOB requires the Account Holder to have the following (HW and SW) equipment for particular services:
 - a) ČSOB Linka 24 – phone with pulse/tone option or mobile phone for sending/accepting SMS messages,
 - b) ČSOB InternetBanking 24 – the HW and SW is specified in the user manual of the ČSOB InternetBanking 24 service and in the ČSOB SmartBanking service manual.A detailed description of using the ELB Services is given in the manuals and instructions for the ELB Services. The valid manuals and instructions are available at www.csob.cz and on request at all ČSOB branches. The manual and instructions for the Internet application of the ČSOB InternetBanking 24 service are part of the application.
21. The Account Holder can ask for a daily/weekly limit to be set up, which is the total of all transactions delivered to ČSOB during a day/week via the service as follows:
 - a) ČSOB Linka 24 service – Client Representative not exceeding CZK 300,000 for a daily limit/ CZK 500,000 for a weekly limit.
 - b) ČSOB InternetBanking 24 service with authorization by SMS key / Smart Key and ČSOB SmartBanking application, max CZK 1,500,000 for a daily limit/ CZK 3,000,000 for a weekly limit. For security reasons, ČSOB automatically sets up an initial daily limit of CZK 50,000/CZK 80,000 as the weekly limit unless the Account Holder specifies otherwise.Transactions delivered to ČSOB via the ČSOB Linka 24 service – Client Representative are not added to transactions delivered to ČSOB via the ČSOB InternetBanking 24 services with authorization by an SMS key / Smart Key and the ČSOB SmartBanking application.
22. If the account is held for a minor or a partially incompetent person, the account holder can set a limit for a particular transaction on the account(s) sent to ČSOB via all ELB Services. If the account holder is an adult, fully legally competent person no limit for the account can be established.
23. The particular amounts of limits specified by the Account Holder are stipulated in the Contract.
24. The limits according to Paragraphs:
 - a) 21 to 23 do not apply to a Collection order
 - b) 21 and 22 do not apply to a Transfer between accounts of the same Account Holder.
25. To use the ČSOB InternetBanking 24 service Internet application the Account Holder must contact the official ČSOB pages at www.csob.cz or the Internet application directly at <https://ib24.csob.cz>.
26. When the ČSOB InternetBanking 24 – Comfort Settlement service is used ČSOB will not be responsible for the contents of electronic documents (tax documents or other written documents related to the payment) issued and delivered by the service provider to the ČSOB InternetBanking 24 service. The Account Holder must complaint about services/products, the fee charged etc. directly to the respective service provider. The list of service providers with whom ČSOB has concluded a Comfort Settlement contract will be available on the ČSOB Internet www.csob.cz.
27. The ELB Services will be completely provided in Czech. The Account Holder can choose English for the ČSOB InternetBanking 24 service.
28. An Account Holder who has established a Data Box and has received access data to the Data Box can use the Convenient Data Box, within the Internet application of the ČSOB InternetBanking 24 service after the Convenient Data Box is activated. The Account Holder activates the Convenient Data Box by connecting the Convenient Data Box and the Data Box in the

- ČSOB InternetBanking 24 service Internet application by entering his access data to a Data Box. After connecting the Convenient Data Box with the Data Box the Account Holder can access data messages in his Convenient Data Box directly from the ČSOB InternetBanking 24 service Internet application.
29. Data messages that the Account Holder transfers from the connected Data Box are stored in the Convenient Data Box and the Account Holder can access them throughout the period of using the Internet application of the ČSOB InternetBanking 24 service, unless the Convenient Data Box is cancelled.
30. The Account Holder can disconnect the Convenient Data Box from the Data Box through the Internet application of the ČSOB InternetBanking 24 service. ČSOB is entitled to disconnect the Account Holder's Convenient Data Box from his Data Box if the Account Holder does not use the Convenient Data Box for more than one year. In this case the Account Holder can access all data messages transferred to this box. However, the Account Holder cannot transfer new data messages to the Convenient Data Box from the Data Box. The Account Holder can reactivate the Convenient Data Box.
31. If the Internet application of the ČSOB InternetBanking 24 service ceases to be used the Convenient Data Box will be cancelled (disconnected from the Data Box) on the same date; concurrently all data messages stored in the Convenient Data Box will be irretrievably deleted. If data messages from the Convenient Data Box need to be stored even after the ČSOB InternetBanking 24 service is terminated the Account Holder must store them outside the Internet application of the ČSOB InternetBanking 24 service himself.
32. When using the Convenient Data Box ČSOB recommends not using the Data Boxes information system web interface for handling data messages in the connected Data Box. If this interface is used the data messages in the Convenient Data Box may not be registered in full.

Identification and Authentication of the Account Holder

33. When providing any banking service ČSOB must identify the Account Holder or a person representing the Account Holder. ČSOB identifies them in accordance with the legal regulations and to the extent specified in them especially identifying transactions that exceed the amount prescribed by the legal regulations. If the Account Holder or a person representing the Account Holder refuses to comply with the required extent of identification the banking service will not be provided. ČSOB must refuse to provide banking services while maintaining anonymity. Pursuant to the law on measures against money laundering and financing terrorism ČSOB is entitled to ask the Account Holder to provide additional data on the Account Holder, those representing the Account Holder; to ask the Account Holder to submit the required documents or information, including proof of the origin of funds remitted to an Account Holder's Account, documents proving the Account Holder's solvency and his liabilities or his credibility and the Account Holder is obliged to provide this. ČSOB is entitled to make photocopies of all documents submitted by the Account Holder for its own use. ČSOB is entitled not to execute a Account Holder's transaction if it is associated with the risk of money laundering or financing terrorism or if an Account Holder's transaction is suspected of being subject to international sanctions pursuant to the legislation on international sanctions or if ČSOB reasonably believes an Account Holder's transaction does not comply with the legal regulations.
34. The Account Holder will be identified for particular services as follows:
- a) ČSOB Linka 24 – Client Representative services – by the identification number and authenticated via selected signs from the PIN which the Account Holder receives when signing the Contract in an envelope and selected signs from the password which the Account Holder specifies when signing the Contract. If the Account Holder cannot provide the password he has chosen for communication with the Client Representative ČSOB can allow the Account Holder to use an alternative authentication method.
 - b) ČSOB InternetBanking 24 – Internet application – by the identification number and authenticated by the PIN (if the Instructions are authorized by an SMS key) or PIN and SMS key / Smart Key. For the ČSOB SmartBanking application the Account Holder is identified by the identification number and authenticated by the PIN and SMS key if this application is activated. During additional logins he is identified by the identification number and authenticated by the PIN. Transactions delivered to ČSOB via the Internet application are authorized by the Account Holder using a one off Authorization Code, the SMS key that is generated by the system at the Account Holder's request (the message with the Authorization Code will be delivered to the phone number specified by the Account Holder when signing the Contract) by the Smart Key generated in the activated Smart Key application. ČSOB SmartBanking application transactions are authorized by the PIN.

ČSOB is entitled to change the way of authenticating the Account Holder for particular ELB Services. ČSOB will inform the Account Holder about the new authentication method through the particular ELB Service, or in writing no later than 2 months before the change comes into effect.

35. During authentication, the Account Holder will have several attempts depending on the selected service. The Account Holder's access to the ELB Services will be blocked:
- a) ČSOB Linka 24 – Client Advisor – after a third incorrectly entered PIN or password,
 - b) ČSOB InternetBanking 24 – both the Internet and ČSOB SmartBanking applications – after a third incorrectly entered PIN.
36. Blocking:
- a) the SMS key i.e. blocking the possibility of authorizing transactions or authenticating access to the Internet application of the ČSOB InternetBanking 24 service, or the possibility of activating the ČSOB SmartBanking/Smart Key on a mobile/portable facility,
 - b) the Smart Key .e. blocking the possibility of authorizing transactions or authenticating access to the Internet application of the ČSOB InternetBanking 24 service
- will be carried out after the Account Holder's fifth unsuccessful entry. The ČSOB Linka 24 service and the ČSOB SmartBanking application will be still available. To remove the access blocking of an SMS Key or the Smart Key the Client must go to a ČSOB branch in person or call the Electronic Banking CR Helpdesk by phone.
37. If the Account Holder is a minor the parent who entered into the contract is responsible for protecting of personalized security features, setting and changes in, and the safe use of the ELB service and disposing of funds in an Account. The parent is entitled to dispose of funds in the account of a minor Account Holder only in his favour and only for current affairs. The parent needs court approval to dispose of funds in other than routine matters. The parent is fully responsible for the compliance of the rights and duties with the laws and court decisions when looking after a minor's funds. On the date of legal age (or date of full legal capacity, whichever is earlier) the Account Holder is entitled to take any legal action separately. The effects of actions taken by the parent before the date of the Account Holder's legal age are retained. If the parents' assets are declared bankrupt during insolvency proceedings ČSOB is entitled to block the funds in the minor Account Holder's account and block access to the funds in the minor Account Holder's account through ELB Services.

38. If the Account Holder is represented by a court-appointed guardian, the guardian is responsible for the Account Holder disposing of funds in the account through ELB Services only to the extent arising from the relevant laws and court decisions and is responsible for protecting personalised security elements and the Account Holder's safe use of ELB Services.
39. The Account Holder must ensure that the device used to manage the account(s) and electronic banking services provided (the "Device") has:
- a) an updated operating system (regular updates remove security week points discovered before using it)
 - b) an updated Internet browser from the list of recommended SW available at www.csob.cz
 - c) a functional (constantly active) and updated antivirus program that regularly checks the Device for viruses.
40. The Account Holder must:
- a) Install in his/her tablet or smartphone only programs from trusted sources or those recommended expressly by the device manufacturer (App Store, Google Play, Windows Store) and exactly follow the authorizations required by the installed application (e.g. deny the application access to SMS messages etc.),
 - b) not use mobile devices with settings that have been changed for a bank account by the so-called "jailbreak" or "root" (these changes may affect the security of these devices by reducing its resistance to malicious software),
 - c) have the Device under permanent control and use all possible precautions to prevent a third party accessing the Device (e.g. securing the Device by a pass phrase),
 - d) use only a trusted and properly secured Device (e.g. not a public computer with Internet access without an adequate level of safety).
41. The Account Holder must know about the security of Electronic Banking services, in particular
- a) the methods of logging in and authorizing operations,
 - b) the options of setting safe personalized elements as ČSOB allows, in particular the recommendation of not using simple passwords or passwords that can be derived from his personal information,
 - c) the options of setting safety limits to limit the amount of active transactions and transactions per service, see Paragraphs 21 and 22 of these Terms and Conditions,
 - d) the method of communicating with ČSOB (e.g. no reaction to e-mail messages with a suspicious title and content, especially when personal data, passwords, PIN codes, payment card numbers must be disclosed,
 - e) safe behaviour on the Internet (e.g. not opening documents attached to suspicious e-mail messages or not clicking on the links they contain. All suspicious reports must not be opened and should be deleted),
 - f) the procedure for the loss, theft or disclosure of personalized security features, digital Devices or mobile devices, i.e. immediately inform ČSOB and ask for access to Electronic Banking services to be blocked in accordance with Paragraph 43 b; for a mobile device ask the operator to block the SIM card,
 - g) the safety principles for using Electronic Banking available at www.csob.cz
- The Account Holder is fully responsible for any damage incurred as a direct result of breaking the obligations of the Article Rights, Obligations and Responsibility of the Account Holder, Paragraphs 39 to 41 of these Terms and Conditions.
42. The Account Holder must use the ELB Services only in accordance with the Contract, the Terms and Conditions and other ELB Services instructions and adhere to the procedures specified in them, in particular he must prevent any other person from getting to know the personalised security elements used, must not disclose these personalised security elements to any other person and must not keep them in an easily readable form or have or keep them together with the means of communication with the ELB Services i.e. he must take all reasonable measures to protect his personalised security elements and communication means to the ELB Services. Failing to fulfil these obligations will be considered a serious breach of the Contract pursuant to the provisions of Section 1977 of the Civil Code.
43. If the Account Holder:
- a) Forgets his personalised security elements, he must set new personalised security elements (if possible), or go to the ČSOB branch to set new personalised security elements.
 - b) Discovers that personalised security elements or means of communication with the ELB Services have been lost, stolen or misused (for example a lost/stolen SIM card or mobile phone or mobile facility/PC with an activated ČSOB SmartBanking application, ČSOB Smart Key etc.) or finds that an unauthorized person knows his personalised security elements, he must set new personalised security elements (if possible) or as in the other cases (loss, theft, misuse or no possibility of changing the security elements through ELB services) inform ČSOB of this immediately, either in person at the ČSOB branch or by phone to the Client Representative via the ČSOB Linka 24 telephone number given in the information materials for ELB Services or by phone or email to the Electronic Banking Helpdesk CR. Failing to fulfil these obligations will be considered a serious breach of the Contract. The Client representative after agreement with the Account Holder will immediately block his access to the ELB Services and agree with him on further procedures. ČSOB will take all the appropriate measures to stop the further use of ELB Services even when the Account Holder is negligent or carries out a fraudulent transaction. The Account Holder must provide ČSOB with the maximum co-operation during remedial measures. If the Account Holder does not accept the proposed measures ČSOB will not be liable for any damage the Account Holder may incur.
 - c) Finds an unauthenticated payment transaction i.e. a payment transaction for which he has not given an order, errors or other discrepancies in the account maintenance for which the ELB Services are provided he must inform ČSOB at the branch in person, or by phone via the Client Representative at the ČSOB Linka 24 telephone number, which is available in the ELB Services information material.
44. The Account Holder need not confirm ČSOB of the announcement in writing.
45. The Account Holder will be fully responsible for any damage incurred due to the loss, theft or misuse of personalised security elements, or means of communication with the ELB Services (for example a lost/stolen SIM card or mobile phone, mobile facility with activated ČSOB SmartBanking application, Smart Key application etc.) until ČSOB is informed.
46. Once the Account Holder informs ČSOB in accordance with Paragraph 43b, he will not be responsible for any damage incurred from the loss, theft or misuse of his personalised security elements or means of communication with the ELB Services except for fraudulent transactions by the Account Holder.
47. The Account Holder will not be responsible for any damage in accordance with Paragraphs 45 and 46, if the means of communication with the ELB Services are used without the authentication or identification personalised security elements. In this case the use of the means of communication is not sufficient to establish the Account Holder's responsibility.
48. The Account Holder must use the ELB Services, or means of communication with the ELB Services in accordance with the Terms and Conditions, in particular adhere to all the agreed principles for the security of the means of communication with the ELB Services, including personalised security elements.
49. The Account Holder confirms the correctness of particular instructions delivered to ČSOB via a Client Representative of the ČSOB Linka 24 service by his approval at the end of a telephone call. The Account Holder's approval is considered an

unambiguous and unquestionable acknowledgment of the correctness of the data sent by the Account Holder. To successfully place an instruction delivered to ČSOB via the Client Representative, the Account Holder instruction will not be executed.

50. The Account Holder is not entitled to recall:
- A transfer (between accounts of the same Account Holder)
 - Any payment transaction on the due date.
- A payment transaction with a future due date delivered via the ELB Services can be cancelled either
- a) by a transaction cancellation application delivered to the ČSOB branch or
 - b) recalled or modified via selected ELB Services but no later than the day before the due date at the latest by the deadline stipulated in the Terms and Conditions for Accounts and Payments available at business premises of all ČSOB branches and at www.csob.cz.
51. If, when using the services of mobile operators T-Mobile (TWIST recharging)/O2 (O2 recharging)/Vodafone (Vodafone Card Recharge, paying invoices), or when using services of a PaySec account (PaySec account charging, Merchant Account charging, direct payment to a Merchant's Account) the Account Holder has insufficient funds in his/her account between entering the request and the actual debiting of the account, ČSOB can charge the Account Holder for using these services on the understanding that it is a contractually non agreed overdraft on the account with the consequences resulting from this. Detailed information about the services of mobile operators is available on the official Internet websites of individual companies.
52. The notification of the Account Holder about which standing orders and collection permits ordered via the ELB Services will be executed by ČSOB after his death must be delivered to ČSOB in writing via all ČSOB branches.
53. The Account Holder is entitled to use via the ELB Services products and services provided by ČSOB and/or its affiliates that he is invited to do via the actual offers.
54. Selected ELB Services can be activated and deactivated via:
- a) the Client Representative for the ČSOB Linka 24 service,
 - b) the Internet application of the ČSOB InternetBanking 24 service or
 - c) directly in the application (e.g. ČSOB SmartBanking application). In addition, the ČSOB SmartBanking application can be deactivated at the Account Holder's request sent to ČSOB via the ČSOB Electronic Banking Helpdesk CR. In this case the application will be deactivated on all mobile facilities/PC on which the Account Holder has activated the ČSOB SmartBanking application.
55. The Smart Key can always be activated at a ČSOB branch – in this case the contracting parties conclude a new contract replacing the existing Contract including Smart Key activation.
- If the Account Holder has several identification numbers the Smart Key can only be activated at a ČSOB branch.
- If the Account Holder is interested the Smart Key can also be activated under the following conditions by the ČSOB InternetBanking 24 service and ČSOB and the Account Holder agree that the Contract will be changed accordingly. By activating the Smart Key the Account Holder agrees that the version of the Contract concluded before activating the Smart Key will apply with the following changes:
- if the Account Holder has established an SMS key the authentication and authorization method will change from the SMS key to the Smart Key according to the setting the Account Holder had for the SMS key,
 - if the Account Holder logs into the ČSOB InternetBanking 24 service with an Identification number and PIN, when the Account Holder activates the Smart Key the log in method will change to the Identification number, PIN and Smart Key.
- In other cases the Smart Key can only be activated at a ČSOB branch.
- If the Account Holder uses a Smart Key it can only be deactivated or the way of authenticating or authorizing Instructions can only be changed at a ČSOB branch.
56. Output information will be delivered as required by the Account Holder to the addresses stated in the Contract, which the Account Holder can unilaterally change via selected ELB Services.

ČSOB's Rights, Obligations and Responsibilities

57. ČSOB is entitled to have an officially verified signature on all written legal acts of the Account Holder which he does not sign before a ČSOB employee.
58. A Contract with a minor Account Holder can only be concluded with one parent because of the nature and possibilities of ELB Services.
59. ČSOB will only give ELB Services personalised security elements to the Account Holder. These means of ELB services and personalized security communication must not be given to any person except for the Account Holder, not even through a power of attorney. ČSOB will provide the Account Holder with the necessary information to report the loss, theft or unauthorized use of a means of payment (means of communicating with the ELB Services and personalised security elements). ČSOB will provide the Account Holder, at his request, with a document showing for 18 months from the announcement that he has made an announcement in accordance with Paragraph 43 b) of the Terms and Conditions.
60. In relation to innovation and upgrading particular ELB services ČSOB is entitled to discontinue providing and supporting services / applications / methods and replace this service / application / method with a newer version, after notifying the Account Holder via the ELB Service being terminated or in writing, no later than 2 months before the date on which the service/support will be terminated.
61. ČSOB will be responsible for:
- a) Not executing a payment transaction or an incorrect execution of a payment transaction to which the Account Holder is entitled,
 - b) Unauthenticated payment transactions i.e. payment transactions for which the Account Holder has not given an instruction. However, ČSOB's responsibility will not apply if the Account Holder's action is contrary to the Contract and/or the provisions of the Terms and Conditions – especially Paragraphs 42 to 56,
 - c) Errors or other discrepancies by ČSOB in the account maintenance for which the ELB Services have been established.
62. In the cases stipulated in Paragraph 61 Letters a) to c) ČSOB will provide the Account Holder with the following:
- a) The amount of the unexecuted or incorrectly executed payment transaction including any interest on it,
 - b) The remaining amount needed to re-establish the original condition.
- Remedial measures are specified in the Terms and Conditions for Accounts and Payments.
63. The provisions of Paragraph 62 Letters a) and b) will not apply if ČSOB proves that the Account Holder has broken his obligations stipulated in the Contract and/or the Terms and Conditions.

64. ČSOB will be entitled to charge the Account Holder's account with fees in accordance with the ČSOB Price List (hereinafter the "Price List") for ELB Services. All types of fees which the Account Holder will have to pay for using the ELB Services and the ČSOB Info 24 service are given in the Price List available at all ČSOB branches and on Internet at www.csob.cz.
65. ČSOB will not be liable for not executing a payment transaction, impossibility to use or unavailability/failure or the ELB Services caused directly or indirectly by reasons beyond the control of ČSOB and its partners because of force majeure, international sanctions pursuant to the legal regulations for international sanctions, natural disasters, HW failures, computer viruses or other events caused for example by a third party (third-party program etc.).
66. ČSOB is not responsible for damage incurred by the Account Holder due to the impossibility of using ELB services according to the preceding sentence.
67. If a contractual obligation is breached ČSOB is responsible only to the Account Holder (and not to the person who would benefit from the obligations).
68. The Account Holder has no legal entitlement to conclude a Contract.
69. ČSOB shall inform its clients about current attacks on electronic systems and their manifestations on its safety and security website at <https://bezpecnost.csob.cz> providing such information is available.
70. ČSOB is entitled to immediately block ELB services if malicious software is detected on the Account Holder's Device or if the Account Holder's behaviour breaches the Contract and / or these Terms and Conditions.

Security

71. Information about:
- a) the loss, theft or suspected misuse of security elements, and/or means of communication,
 - b) Finding an unauthorized payment transaction,
 - c) An error or other discrepancy in the maintenance of the account for which ELB Services have been established, will be accepted by ČSOB through all its branches or by phone via the Client Representative on the telephone number of the ČSOB Linka 24 available in the ELB Services information material or on the telephone number or e-mail address of the Electronic Banking Helpdesk CR.
72. ČSOB will take all appropriate measures to stop any further use of the ELB Services after receiving information in accordance with Paragraph 43 Letter b) and 71 Letter a) even if the Account Holder is negligent or commits a fraud.
73. The ELB Services are provided via public communication and data lines. ČSOB will not be responsible for their security and therefore cannot influence the fact that the Account Holder may incur damage from any misuse of transmitted messages.
74. SMS messages and messages sent by electronic mail must not be electronically signed or encoded.
75. All telephone calls made using the ČSOB Linka 24 service will be sound recorded.
76. Because of the specific nature of ELB Services particular requirements and individual payment transactions on Account Holder's accounts via the Client Representative, via instructions delivered by the Internet through a sound recording, copies of sent SMS messages or copies of requirements transmitted via the Internet can be documented. Sound recordings, SMS messages as well as records of requirements transmitted via the Internet will be safely electronically archived at ČSOB pursuant to Law No. 21/1992 of the Collection on Banks as subsequently amended for the respective period so that payment transactions can be located and errors corrected. ČSOB will be responsible for safe archiving.
77. ČSOB is entitled to adjust the settings of ELB Services specified in the Contract or the Terms and Conditions in order to provide the highest level of security of these services if there are reasons beyond the control of ČSOB threatening to reduce the level of security protection, after notifying the Account Holder via these ELB services or in writing, no later than two months before the date of the changes / modifications to the ELB services settings are made.

Time Limits

78. Account Holder's instructions will be accepted via the ELB Services 24 hours a day, 7 days a week.
79. Account Holder's instructions will be executed in accordance with the Terms and Conditions for Accounts and Payments or the respective contractual provisions between the Account Holder and ČSOB and/or ČSOB affiliates as the case may be.
80. ELB Services payment transactions on accounts will be made by ČSOB in accordance with the Account Holder's instructions. Payment transactions to be made must comply with the following:
- The Terms and Conditions,
 - Terms and Conditions for Accounts and Payments,
 - Legal regulations, or in accordance with the terms and conditions for selected products of ČSOB and/or its affiliates.
- ČSOB will make transfers (between accounts of an Account Holder) only on the due date determined by the Account Holder if the disposable funds in the account are sufficient. If insufficient funds are in the account on the due date, the transfer will not be made.
81. The terms and times for delivering payment orders specified by ČSOB are stipulated in the Terms and Conditions for Accounts and Payments available at all ČSOB branches and on the Internet at www.csob.cz.
82. Non-documentary payment transactions will be executed in accordance with the Terms and Conditions for Accounts and Payments; the fees for them will be charged according to the Price List.
83. Transfers between the Account Holder's accounts in foreign currencies with a counter value in CZK of less than the limit specified by ČSOB will be executed via the ELB Services at the rate according to the ČSOB exchange list valid when the Account Holder gives the instruction. ČSOB shows the respective exchange list via the ELB Services. An Account Holder may be given an individual exchange rate for transfers between the accounts of an Account Holder in a foreign currency/ non-documentary payment transactions in a foreign currency delivered to ČSOB via a Client Representative of the ČSOB Linka 24 service by phone (special telephone line) if their equivalent in CZK exceeds the ČSOB limit of EUR 1,000. See the information about the terms and conditions for setting up an individual rate, the special telephone line and the deadline in the Rules for Setting Individual Rates via the Client Centre. An individual ČSOB rate is always agreed on for a transfer between accounts in a foreign currency/ a non-documentary payment transaction in a foreign currency and is applicable after the Account Holder explicitly approves. ČSOB is entitled to change the individual rate during a phone conversation or until it is finally approved.
84. In extraordinary cases ČSOB is entitled to postpone using the respective exchange rate until the standard exchange list valid for the working hours of the subsequent working day is issued.

Account Statements and Complaints

85. The Account Holder will be informed of payment transactions and instructions carried out on a book-entry securities account by a printed account statement or electronically. The Account Holder can ask for access to electronic account statements

- either in writing or electronically through the ELB Services (if the ELB Services and the account/product for which the account statement is prepared allows this).
86. ČSOB provides the Account Holder with account statements electronically through the Internet application of the ČSOB InternetBanking 24 service. ČSOB makes account statements available monthly as standard in the PDF format in Czech, unless agreed otherwise. The Account Holder may request a change in the frequency of account statements or require electronic account statements to be replaced with paper ones and vice versa. The Account Holder will be informed of the account history for the period specified in the Services ELB manuals.
87. Electronic account statements are available through the Internet application of the ČSOB InternetBanking 24 service for a limited time: 18 months for monthly account statements, 7 months for weekly account statements and 6 months for daily account statements. Payment transactions/ instructions are disclosed separately along with the dates so that the Account Holder can identify the payment transaction/ instruction, or the beneficiary with whom the payment transaction/instruction is made as the case may be and the amount debited in CZK or foreign currencies. Also the account balance can be verified via the ELB Services.
88. The Account Holder must check the continuity of settlements, the correctness of the funds in the account and the correctness of payment transactions and executed instructions in account statements immediately. If the Account Holder finds discrepancies in settling or not settling feasible payment orders or instructions, he must notify ČSOB of the defects and ask to have them removed without undue delay after discovering the fault but no later than by the deadline according to the relevant legal regulations.
89. The Account Holder is entitled to ask for difficulties arising in connection with the ELB Services to be resolved at the ČSOB branch in writing, by phone or at the e-mail address of the Electronic Banking Helpdesk CR (both the telephone number and e-mail-address are available on the Internet at www.csob.cz).
90. The Account Holder is entitled to have complaints arising from payments via the ELB Services made at a ČSOB branch or by phone to the Client Representative at the telephone line of the ČSOB Linka 24 given in information material resolved within the time specified in the Information material as stipulated in the ČSOB Claims Code.
91. Phone complaints will be recorded, which will subsequently be used to handle the complaint.
92. ČSOB receives and handles complaints and claims in accordance with the ČSOB Claims Code available at ČSOB branches and www.csob.cz.
93. If the Account Holder complains about a disputable payment transaction or seeks another remedy at ČSOB without success he is entitled to contact the respective court or the Financial Arbitrator. A motion for proceedings before the Financial Arbitrator is filed on the form available at www.finarbitr.cz. All relevant information is also available there.
94. In a dispute with the Account Holder, ČSOB will give evidence about the procedure which enables it to verify that the payment order/payment transaction:
- has been placed,
 - has been correctly recorded and disclosed,
 - has not been affected by any technical breach or another defect.

Communication

95. Unless otherwise specified in these Terms and Conditions all communication between ČSOB and the Account Holder about the Contract is carried out according to the following rules.
96. Communication between ČSOB and the Account Holder must be in Czech as follows unless agreed otherwise:
- in person when the Account Holder comes to a ČSOB branch,
 - by phone,
 - in writing,
 - electronically, or
 - through the Client Centre.
97. Document will be considered delivered on the third working day after it is sent within the CR and the 15th working day after the day the document is sent abroad.
98. If a document is returned by a postal service provider as undeliverable, the effects of delivering it occur on the day when the consignment is returned to the ČSOB. The effects of delivering it occur even if the Account Holder refuses to accept it.
99. ČSOB will only accept by electronic communication through the ELB Services an Account Holder's instructions that contain the complete data corresponding to the prescribed formats and authorized according to the selected electronic service. ČSOB is not liable for damage caused by not executing incomplete or unauthorized instructions. ČSOB is entitled to refuse to execute or not to execute instructions in other cases preventing the instruction being executed according to the Terms and Conditions for Accounts and Payments or other contractual terms and conditions for services or products of ČSOB and its affiliates. ČSOB will not execute a payment order if there are insufficient funds in an Account Holder's accounts to be debited, if the accounts are blocked etc. ČSOB notifies the Account Holder of not executing a payment order in accordance with the Terms and Conditions for Accounts and Payments.
100. ČSOB is not liable for any damage incurred as a result of incorrect or duplicate instructions given to ČSOB through the ELB Services.

Final Provisions

101. ČSOB keeps confidential all matters subject to banking secrecy pursuant to the law. ČSOB keeps this information confidential even after the contractual relationship with the Account Holder is terminated. ČSOB provides information subject to banking secrecy only to relevant persons and institutions pursuant to the law and the contractual arrangements with the Account Holder.
102. The Account Holder is responsible for the topicality, correctness and completeness of the data given to ČSOB and will notify ČSOB without undue delay of any changes in this data and prove the change by a valid identity document or another document from which the change is clear, with the exception of changes in the correspondence or residential (permanent) address which the Account Holder only communicates.
103. After establishing a contractual relationship with the Account Holder ČSOB processes his personal data pursuant to Law No. 101/2000 Coll. on Personal Data Protection. For more information on processing personal data see the document "Information on Personal Data Processing", available at www.csob.cz and ČSOB branch operational premises.
104. Both ČSOB and the Account Holder are entitled to terminate the Contract without giving any reason. If the Account Holder terminates the Contract the obligation will cease to exist and the contractual relationship under the Contract will cease to exist when the termination notice is delivered to ČSOB. If ČSOB terminates the Contract the notice period will be two months

- and commence on the first day of the calendar month after that in which the termination notice is delivered. ČSOB's right to proceed in accordance with Paragraph 70 will not be affected.
105. The Account Holder is not entitled, without ČSOB's prior written consent to assign, transfer, change, pledge, or otherwise encumber or dispose of the Contract, its parts or individual rights arising from them or negotiate with a third party to assume a debt resulting from the Contract.
106. If any provision of these Terms and Conditions or Contract is objectionable or unenforceable or becomes so, it will not affect the validity and enforceability of the other provisions of these Terms and Conditions or Contract, if it can be separated from these Terms and Conditions or Contract as a whole and if it can be assumed that the legal action took place without the invalid part, if ČSOB recognized the invalidity in time. ČSOB and the Account Holder will make every effort to replace this provision with a new one with contents and effects as close as possible to the invalid, objectionable or unenforceable provision.
107. ČSOB is entitled to propose changes in the Terms and Conditions/Price List. ČSOB will let the Account Holder know about the suggested changes in the Terms and Conditions/Price List at the operational premises of ČSOB branches and on the Internet at www.csob.cz no later than 2 months before the date when the changes should come into effect. ČSOB also informs the Account Holder simultaneously through a notice on account statements. If the Account Holder does not refuse the suggested changes, it will be considered that he has accepted them. If the Account Holder refuses the suggested changes before the date when they should come into effect he will be entitled to terminate the Contract affected by these changes with immediate effect.
108. Because of the nature of these Terms and Conditions it is reasonable to expect that they will be subsequently amended. According to Paragraph 107 ČSOB is entitled to change the provisions of these Terms and Conditions to modernize ELB Services, in accordance with the normal commercial practices of banks and branches of foreign banks operating on the Czech market and with regard to changes in the legislation affecting the business activities of ČSOB and its affiliates. Any changes according to the previous sentence are considered reasonable.
109. These Terms and Conditions will become effective on July 1, 2015 and the Terms and Conditions for Provision of ČSOB Electronic Banking Services for Account Holders without Authorised Persons of April 1, 2015 cease to be effective.

Československá obchodní banka, a. s.